

July 27, 2015

U.S. DISTRICT COURT
DISTRICT OF N.H.
FILED

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Office of the Clerk
U.S. District Court, District of New Hampshire
55 Pleasant Street, Room 110
Concord, NH 03301

Angeion Group
1801 Market Street, Suite 660
Philadelphia, PA 19103

Lucy J. Karl
Shaheen & Gordon, P.A.
P.O. Box 2703
Concord, NH 03302-2703

Shon Morgan
Quinn Emanuel
865 S. Figueroa Street, 10th Fl.
Los Angeles, CA 90017

Re: *In re: Colgate-Palmolive Soft Soap Antibacterial Hand Soap Marketing and Sales Practices Litigation, Objection to Settlement, Case No. 12-md-02320*

Dear Clerk and Counsel:

I write to object to the settlement in *In re: Colgate-Palmolive Soft Soap Antibacterial Hand Soap Marketing and Sales Practices Litigation*, Case No. 12-cv-02320. I am a class member.

The first basis for my objection is the fact that the objection protocol in this case required me to list my phone number. There was no reason that the objection needed this information added to it, and it is an invasion of my privacy to require it.

The second basis for my objection is the relief presented in the settlement is inadequate in light of the relief sought in the Complaint. Plaintiff's Complaint initially sought real and substantive changes to the marketing and labeling of Soft Soap, along with monetary damages. The settlement only provides for injunctive relief. The Class receives no monetary value from the settlement!

Worse, the injunctive relief obtained is essentially meaningless and worthless. The Complaint demanded that Soft Soap stop using the word "Antibacterial" as it falsely implied meaning to a consumer.

Colgate's false, misleading, and deceptive marketing campaign begins with the name of the product at issue: "Softsoap *Antibacterial*." The product name implies that Softsoap Antibacterial will destroy more bacteria than ordinary hand soap. Colgate's exhaustive advertising campaign builds on this deception. In truth, Colgate has no independent, competent, and reliable support for these claims. Para. 51 of the Second Amended Complaint.

The settlement does not prohibit the use of “Antibacterial” in Soft Soap’s marketing efforts, rather it prohibits marketing (1) based on “99% efficacy” without certain disclosures and (2) the statement “Goodbye Germs-Hello World.” From its website, it appears the Defendant has already made these changes based on other events rather than this litigation. Even worse, these injunctive remedies go away in five years, so Soft Soap can go back to marketing its product in a fraudulent manner. Finally, on this topic, Class Counsel fails to address the issue of future monitoring of the Defendant to ensure that Defendant is following the terms of the settlement and that conditions do not exist that would require a modification of the injunctive terms.

Another issue with the proposed settlement concerns the release which is far too broad and overreaching. The Settlement Class consist of all persons who purchased the Product in the United States from January 1, 1992, up to and including the Notice Date. Unfortunately, ALL purchasers of the product from 1992 to the present will be releasing their claims for no compensation. The release bars Class Members from taking advantage of any future settlement providing injunctive, declaratory or equitable relief against the Defendants and Class Members should not be prohibited from seeking such relief in the future. This release is patently unfair.

For this meager result, Class Counsel has requested fees of \$2,000,000. Defendant has agreed not to oppose the fee request, however, this Court should carefully scrutinize it. In this case, the injunctive relief generated has not been valued by Class Counsel. In fact, this Court should value it at \$0. The Defendant is not changing its practices in any meaningful way, and the Class could have obtained the same benefits had the lawsuit never been filed. The Court should reject the fee request.

I request the Court consider my objections to the Settlement and issue relief accordingly.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Michelle Schwanekamp', with a stylized, flowing script.

Michelle Schwanekamp
5764 Chestnut Ridge Dr.
Cincinnati, Ohio 45230-3591
513-259-4956